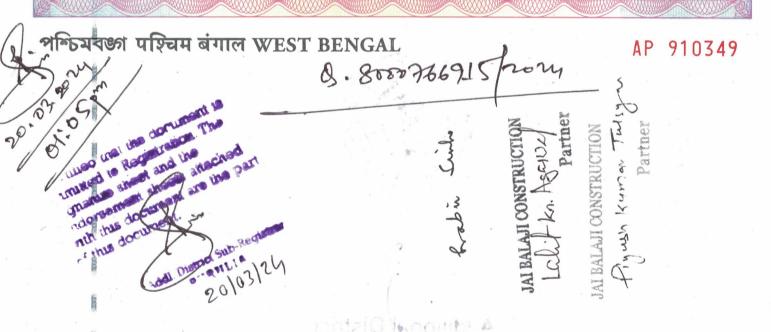
SLNO-1551/2024 I-1541/2024





## **DEVELOPERS POWER OF ATTORNEY**

(After Registered Development Agreement)

**Sri Prabir Sinha (PAN-AXMPS5919B)** son of late Saroj Kumar Sinha, Hindu by faith, Indian Citizen, Business by occupation, resident of Mohalla Ketika, J.K. College Road, within Purulia Town, P. O. Purulia, P. S. Purulia Town, District Purulia, W. B., hereinafter called and referred to as the **LAND LORD/OWNER/PRINCIPAL** 

WHEREAS one Labanya Mayi Dasi (Sarkar) wife of Panchanan Sarkar had considerable landed property and the property fully described in the Schedule below of this Deed (for the sake of brevity herein after referred as Schedule Property) is part thereof.

AND WHEREAS after demise of Labanya Mayi Dasi her all interest has been devolved upon her only daughter Smt. Usha Sarkar wife of Jagadindra Sarkar. By this way Usha Sarkar inherited the schedule property from her mother and subsequently in the year of 2009 by virtue of a registered sale deed being no. 4963 dated 26.11.2009 sold and delivered the scheduled property to Prabir Sinha i.e. the landlord of this deed.

नः 35232 তাং 20/03/2224

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क्रिया वर्ग क्रिया हिस्स प्रत किरामा।

क्रिया वर्ग क्रिया हिस्स प्रत क्रिया ।

PRAVASH BANERJEF

S.V. PURULIA



Additional District Sub-Registrar

2 0 MAR 2024

Purulia (W.B.)



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AND WHEREAS I, the Landlord/ owner/principal mutated my name in the concerned B.L. & L.R office and also obtained a separate holding no. in my name being holding no. 314/1 ward no. 23 having paid all the municipal taxes and other Govt. taxes and accordingly after the said purchase the present owner/landlord/principal have been in peaceful possession over the aforementioned property which will be mentioned in the schedule herein below.

AND WHEREAS for the benefit of myself and also for the development of the property, I, the landlord/owner/Principal have decided to erect and/or construct a multi-storied building/aprtment over the aforesaid property mentioned in the schedule herein below but due to insufficient fund and other sufficient reasons and lack of technical expertise, I have entered into an agreement dated 28/02/2024 with M/S JAI BALAJICONSTRUCTION(PAN-AATFJ8609F) a Partnership Firm having its Registered Office at Mohalla Munsiffdanga, K.N. Chakraborty Lane, within Purulia Town, P. O. Purulia, P. S. Purulia Town, District Purulia, W.B. represented by its Partners 1. Sri Lalit Kumar Agarwal(PAN-AFXPA2620L) son of Sri Manohar Lal Agarwal, resident of Mohalla Munsiffdanga, Kalpataru Complex, P. O. Purulia, P. S. Purulia Town, District Purulia, West Bengal 2. Sri Piyush Kumar Tulsyan(PAN-ABRPT1522C) son of Sri Brij Mohan Tulsyan, resident of Mohalla Munsiffdanga, Kalpataru Complex, P. O. Purulia, P. S. Purulia Town, District Purulia, West Bengal (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors- in interest and assignees) (hereinafter called as "Developers") which is duly registered on 28/02/2023, registered in the office of the A D S R, Purulia and recorded as Deed No. 0874 Book I, Volume 1402-2024, Page no. 16703 to 16726, for development of the said land by constructing multi-storied building thereon on the terms and condition and stipulations contained in the said Agreement.

AND WHEREAS one of the condition contained in the said agreement is that I shall grant Development Power of Attorney in favour of the Developer(s) to carry out the Development work and also for transfer the flats/ Garage/units to the intending Purchaser/s from the Developer's Allocation as mentioned in the said Development Agreement and also for execution and registration of the other Registered Deeds and documents for completion of the Development work. I, therefore appoint the said Developer(s), described in this deed above, as my true and lawful Attorney(s) for the purpose hereinafter mentioned and vesting them with the power and authorities to act and to perform as herein contained.



## **Terms and Conditions of Development Power:**

- 1. To look after, manage, control, supervise and protect the said property in such manner as my said Attorney(s) shall think fit and proper.
- 2. To cause necessary drafting work, preparing Building plan, site plan, floor plans, Completion Plan, Amalgamation Plan, specifications of structure, construction of multi-storied building in the said property as well as revised or new plans in respect of such construction and to sign all such building plans, site plan, floor plans, Completion Plan, specifications including revised or new plans or Addition Plan, Alteration Plan and to submit the same before the concerned Municipal Authority for sanction and to observe and perform all the formalities and obligations in connection of the sanction of the said building plan, site plan, floor plans, Completion Plan, specifications, Amalgamation Plan and also to sign Deed of Rectification, Deed of Declaration, Deed of Amalgamation and also with regard to specification and to receive all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan, Completion certificate etc., from the concerned Municipal Authority upon giving proper acknowledgement and or receipts for the same.
- 3. To appear before and represent me/us at the office of the B.L. & L. R. O., S. D. L. R. O., A. D. M.(L.R.), District Collector, Revenue Inspector, Urban Land (Ceiling and Regulations) Authority, Service Tax and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in any way in connection with the development of the said property.
- 4. To negotiate for sale or disposal of the Developer's Allocation as specified in the reference Development Agreement(Deed No. 0874 of 2024) and also for development work in respect of entire Scheduled property, described fully herein below, which includes the Owners' Allocation, and Developer's Allocation, fully described in the reference Development Agreement(Deed no. 0874 of 2024) and also in respect of the proportionate share in the land in the said property, on which the said multi-storied building will be constructed together with all easement and other rights and appurtenances therein with any person or persons at the choice of my said Attorney(s) and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and condition as my said Attorney(s) shall think fit and proper and for that purpose, to sign, execute and perfect all easement and other rights and appurtenances therein with any person or persons at the choice of my said Attorney(s) and in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as my said Attorney(s) shall think fit and proper and for that purpose, to sign, execute and perfect all agreement, contracts and other writings and papers relating to the sale lease or disposal as aforesaid containing such covenants and conditions as my said Attorney(s) shall think fit and proper.
- 5. To receive all moneys by way of earnest money or initial payment or payments or installments or full payment of consideration money in connection with sale, lease or disposal of flats or units or part of the said multi-storied building, which belongs to the Developer's Allocation as per said Development Agreement as well as proportionate share in the land in the said property and to grant valid and effectual receipts and discharges thereof.



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- **6.** To appoint engineers, architects, surveyors, supervisors, caretaker, masons, carpenters, electricians, plumbers, mistries, collies, labourers, durwans and all other persons required for the construction supervision and all other works in connection with the said multistoried building in the said property at such wages, remuneration fees or other payments and no such terms and conditions as my/our said Attorneys shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
- 7. To apply to appropriate authorities for cement, iron, steel and other materials required for construction of the said multi-storied building and to purchase the same at such price and such terms and conditions as my said Attorney(s) shall think fit and proper.
- **8.** To apply to appropriate authorities for electric connections sanitary, connections, water supply connections, drainage and sewerage connections, temporary or permanently for the said multistoried building in the said property.
- **9.** To pay or cause to be paid all Municipal rates, taxes and other outgoing and impositions payable in respect of the said property during the construction of the said multistoried building.
- 10. In terms of the said reference Development Agreement(Deed no. 0874 of 2024) and to sign and execute all conveyance, deeds or lease or any type of Deed of transfer, Deed of Tenanacy, and all other documents and writings in respect of the newly constructed building or any portion thereof or the flats or units in the said multi-storied building, which relates to the Developer's Allocation as mentioned in the Development Agreement stated above as well as the proportionate share of the land in the said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as our said Attorney(s) shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law.
- 11. In case of acquisition or requisitions either by State Government or Central Government of the said land in the said property as well as the multi-storied building therein or any portions thereof, to file objections and to apply for compensations and such authorities and to receive compensation and statutory allowance for the allocated share of the developers and the land lord will get the share of his own property allocation and to grant proper receipts and for the said purpose, to appoint Advocates, solicitors and lawyers and to sign retainers warrants of Attorneys and Vakalatnama.
- 12. To make representations to Government, Military Railways public bodies and any other bodies, authorities and persons concerned relating to the said property and/or the said multistoried building and all matters relating thereto.



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- 13. To ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter to belong to use whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, fully described in reference Development Agreement(Deed no.0874 of 2024), and to give valid and effectual receipts and discharges for the same.
- 14. To commence, prosecute, defend and continue all actions suits, appeals and other legal proceeding or which may hereafter be commenced by or against us individual or joint capacity in and outside the union or India in any court of justice, civil criminal or Revenue, both appellate and original, in respect of the said property and to appear before all Magistrates and other officers for the recovery of any debt or other sum of money, right, title interest property matter or thing whatsoever now due or payable or deliverable or in anywise belonging to me in respect of the said property by any means or on any means or any account whatsoever to prosecute, defend or discontinue or become non-suited therein to settle, compromise and refer to arbitration any suits, appeal, actions or proceeding to appoint solicitors, council, advocates, pleaders or other legal agents and to sign Vakalatnama and to sign and verify plaints, written statement, petitions and other pleadings and documents to prefer appeals and to apply for reviews and revisions, to apply for execution of decrees and orders to draw money from any court, Accountant General, official receiver or other authorities and to give effectual receipts and discharge for the same and to accept service of writs of summons and other legal process and generally to do and represent me before all courts, Magistrates, and other judicial criminal and revenue authorities in and outside the union of India.
- **15.** To adjust, settle, compromise all disputes, accounts or any other matter regarding my property building or documents, which may arise hereafter between me and any other person, firm or company on such terms as my said Attorney(s) may think fit and proper.
- 16. To execute and registrar necessary Deed of Conveyance in favour of the intending purchaser or purchasers on my/our behalf and to present any such conveyance or conveyances for registration to admit, execute before the registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in the said property as per Development Agreement stated above and to do all acts, deeds and things which our said Attorney(s) shall consider necessary for conveying the said property or newly constructed multi-storied building and/or any part thereof on the basis of the aforesaid Development Agreement and other things, which my/our said Attorney(s) shall consider necessary for conveying the said Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as I, could do the same by me personally. Any amount being received on account of allocated share of mine will have to be transferred to me in due time.
- **17.** Generally, to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as I, myself could do personally.

- **18.** I do hereby ratify and confirm and agree and covenant with our said Attorney(s) shall lawfully do or execute or purport to do or execute or about the premises by virtue hereof and hereby declare that every such act deed matter or things lawfully done or execute or purporting to be lawfully done or executed by my said Attorney(s), for their allocated share in the property.
- 19. I, do hereby agree and confirm that my Attorney(s) in every respect if he/she/they wanted to do so and vice-versa in respect of every affair of the below mentioned scheduled property including having authority to sign solely as developer(s).

And generally to do all other acts, deeds and things which in the opinion of the owners ought to be done and all acts, deeds and things lawfully done by the developer shall be construed as the acts, deeds and things done by the owner as the owner is personally present and do the same himself.

And the owner does hereby ratify and confirm and agrees to ratify and confirm all the lawful acts of the developer which will be done by virtue of this development agreement and general power of Attorney hereby conferred and on the strength of this deed.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the 20<sup>th</sup> day of March 2024.

### **SCHEDULE**

All that a landed property within Mouza: Nadiha being J.L. No. 3 Pargana Chharrah, situated at Hiralal Bose Street bye lane, Purulia under Purulia Municipality Ward No.23, being Holding No. 314/2 R.S. Khatian No. 200, corresponding to L R Khatian No. 1730/1, R.S./L.R. Plot no. 600 measuring an area of 0.29(zero point two nine) Acre land for which I appoint the developer as my constituted attorney of developer allocation portion after completion of construction work as described in the aforesaid deed of development agreement.

Note:- Signature with photo and fingers' print of the owner and the developers are affixed on the specimen copy annexed with this Deed.

## Witnesses

1. Inwomha S/o Prabir Sinha Ketika, Porulia west Bengal - 723101

2. Dipak Kuman mahato S/o Saman nath mahato Amdiha papa Wand no- 23 punulia

Prosbin Sinh Signature of the landowner/Principal

JAI BALAJI CONSTRUCTION

JAI BALAJI CONSTRUCTION

Piyush Kuman Tu

Signature of the Developer/Attorneys

Scribe - The Deed has been drafted as per the instruction of the Parties and the writings of this deed read over and explained to the Parties who having been fully understood the meaning and purport of this writing of this Deed, put and their respective signature **Fingers** impression by their own hand and fingers.

Saroj Panda(Advocate) **District Judges Court Purulia** 

Enrollment No.F-500/425/2000

Raught Mahato Printed by

# Photo with Signature & Finger's impression of the Principal & Attorney

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1	alth. Lya D	Thumb	Left Hand Fore Finger Right Hand	Middle Finger	Ring Finger	Younger	Lalith. Agensy
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## **Major Information of the Deed**

Deed No : I-1402-01541/2024		Date of Registration 20/03/2024			
Query No / Year 1402-8000766915/2024		Office where deed is registered			
Query Date	20/03/2024 1:51:16 PM	A.D.S.R. PURULIA, District: Purulia			
Applicant Name, Address & Other Details	Saroj Panda D B Road Purulia,Thana : Purulia To 9932262327, Status :Advocate	wn, District : Purulia, WES	T BENGAL, Mobile No. :		
Transaction		Additional Transaction			
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered				
Set Forth value		Market Value			
		Rs. 1,56,60,000/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 100/- (Article:48(g))		Rs. 7/- (Article:E)			
Remarks	Development Power of Attorney after No/Year]:- 140200874/2024 Receiv issuing the assement slip.(Urban are	ed Rs. 50/- (FIFTY only)			

## **Land Details:**

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Hiralal Bose Street Bye Lane, Mouza: Nadiha, , Ward No: 23, Holding No:314 2 Pin Code : 723102

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-660	LR-1730/1	Bastu	Gora	29 Dec			Width of Approach Road: 14 Ft., , Project Name :
	Grand	Total:			29Dec	0 /-	156,60,000 /-	

#### Principal Details:

SI No	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Shri Prabir Sinha (Presentant) Son of Late Saroj Kumar Sinha Executed by: Self, Date of Execution: 20/03/2024 , Admitted by: Self, Date of Admission: 20/03/2024 ,Place : Office	200	Captured	aron cie			
		20/03/2024	LTI 20/03/2024	20/03/2024			

Ketika Purulia Ward No 9, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: axxxxxxx9b, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 20/03/2024

Admitted by: Self, Date of Admission: 20/03/2024 ,Place: Office

## **Attorney Details:**

SI No	Name,Address,Photo,Finger print and Signature
1	JAI BALAJI CONSTRUCTION
'	Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:-
	723101 PAN No :: aaxxxxxx9f Aadhaar No Not Provided, Status :Organization, Executed by: Representative

₹ер	resentative Details:						
SI No	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Shri Lalit Kumar Agarwal Son of Manohar Lal Agarwal Date of Execution - 20/03/2024, , Admitted by: Self, Date of Admission: 20/03/2024, Place of Admission of Execution: Office		Captured	Lelit w. Danied			
		Mar 20 2024 5:19PM	LTI 20/03/2024	20/03/2024			
		IN:- 723101, Sex 0l,Aadhaar No N	:: Male, By Caste ot Provided by U				
2	Name	Photo	Finger Print	Signature			
	Shri Piyush Kumar Tulsyan Son of Brij Mohan Tulsyan Date of Execution -			from Kimor Tour			

20/03/2024, , Admitted by: Self, Date of Admission: 20/03/2024, Place of Captured Admission of Execution: Office Mar 20 2024 5:20PM LTI 20/03/2024 20/03/2024

Upen Babu Street Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxx2c, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : JAI BALAJI CONSTRUCTION (as PARTNER)

20/03/2024

20/03/2024

#### **Identifier Details:** Name Photo **Finger Print Signature** Mr Arjun Sinha Son of Mr Prabir Sinha Ketika Purulia, City:- Purulia, P.O:-Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

20/03/2024

Identifier Of Shri Prabir Sinha, Shri Lalit Kumar Agarwal, Shri Piyush Kumar Tulsyan

Transfer of property for L1						
SI.No	From	To. with area (Name-Area)				
1	Shri Prabir Sinha	JAI BALAJI CONSTRUCTION-29 Dec				

## **Land Details as per Land Record**

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Hiralal Bose Street Bye Lane, Mouza: Nadiha, , Ward No: 23, Holding No:314 2 Pin Code: 723102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 660, LR Khatian No:- 1730/1		Owner Name not selected by applicant.

## Endorsement For Deed Number: I - 140201541 / 2024

#### On 20-03-2024

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

## Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:05 hrs on 20-03-2024, at the Office of the A.D.S.R. PURULIA by Shri Prabir Sinha ,Executant.

### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,56,60,000/-

## Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 20/03/2024 by Shri Prabir Sinha, Son of Late Saroj Kumar Sinha, Ketika Purulia Ward No 9, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business

Indetified by Mr Arjun Sinha, , , Son of Mr Prabir Sinha, Ketika Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

## Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 20-03-2024 by Shri Lalit Kumar Agarwal, PARTNER, JAI BALAJI CONSTRUCTION, Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:-723101

Indetified by Mr Arjun Sinha, , , Son of Mr Prabir Sinha, Ketika Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

Execution is admitted on 20-03-2024 by Shri Piyush Kumar Tulsyan, PARTNER, JAI BALAJI CONSTRUCTION, Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:-723101

Indetified by Mr Arjun Sinha, , , Son of Mr Prabir Sinha, Ketika Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 35232, Amount: Rs.100.00/-, Date of Purchase: 20/03/2024, Vendor name: PRAVASH BANERJEE

Quen

Ruhul Amin
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
Purulia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1402-2024, Page from 22760 to 22773

being No 140201541 for the year 2024.





Digitally signed by Ruhul Amin Date: 2024.03.20 19:03:00 +05:30 Reason: Digital Signing of Deed.

(Ruhul Amin) 20/03/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
West Bengal.